

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, as Agent		08/09/2011	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Laurel Springs School		
<b>Street Address:</b>	1615 West Chester Pike		
<b>City:</b>	West Chester		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19382		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77501169	CASCADE BOOK SALES	
Serial Number:	77498036	LAUREL SPRINGS SCHOOL	
Serial Number:	77494817	LAUREATE SCHOOL FOR THE GIFTED & TALENTED	
Serial Number:	77500784	AURORA LEARNING	
Serial Number:	77501106	AURORA	
Serial Number:	77500388	THE LEARNING SPRINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

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**TRADEMARK**  
**REEL: 004601 FRAME: 0683**

ATTORNEY DOCKET NUMBER:	1961408
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/10/2011
Total Attachments: 3 source=3048099#page1.tif source=3048099#page2.tif source=3048099#page3.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated October 16, 2009 (the "*Trademark Collateral Agreement*"), recorded in the United States Patent and Trademark Office on October 28, 2009 at Reel 4086, Frame 0646, **Laurel Springs School** ("*Releasee*"), a California corporation, granted to **Bank of Montreal** ("*Releasor*"), a Canadian chartered bank, as administrative agent for the Secured Creditors (as defined in that certain Security Agreement, dated June 6, 2008, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (ii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in or to, and any and all other rights in the Collateral, and any other trademark, trademark registration and trademark application, that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement or the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral to be duly executed as of August 9, 2011.

BANK OF MONTREAL, as Agent

By: Pauline Christopher  
Name: Pauline Christopher  
Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION No.</b>	<b>APPLICATION DATE</b>
CASCADE BOOK SALES	77501169	JUNE 17, 2008
LAUREL SPRINGS SCHOOL	77498036	JUNE 13, 2009
LAUREATE SCHOOL FOR THE GIFTED AND TALENTED	77494817	JUNE 10, 2008
AURORA LEARNING	77500784	JUNE 17, 2008
AURORA	77501106	JUNE 17, 2008
THE LEARNING SPRINGS	77500388	JUNE 17, 2008